B 27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

in re Te	my McAdams				
	Debtor			Case No. <u>14-02943</u> Chapter <u>7</u>	
	REAFFIR	MATION AGRI	EEM	ENT COVER SHEET	
	orm must be completed in its of the transfer to the transfer t				ttached, within the
1.	Creditor's Name: FreedomRo	oad Financial	······································	NAPPOWENTIAL PROPERTY.	
2.	Amount of the debt subject t \$ 2,123.65 on the date of			eement: 3.65 to be paid under reaffirm	ation agreement
3,	Annual percentage rate of in 9.50 % under reaffirmation	n agreement (6 prio _Fixe	r to bankruptcy d Rate Adjustable Rate)	
4.	Repayment terms (if fixed ra	ate): \$_251.88 pe	r mor	nth for months	
5.	Collateral, if any, securing the Description: 2007 HARLEY			West of the second seco	
	Does the creditor assert that a track a declaration setting fachargeable.)				on that the debt is
Debt	or's Schedule I and J Entri	ės		tor's Income and Expenses tated on Reaffirmation Agr	eement
7A.	Total monthly income from Schedule I, line 16	<u>\$ 2458.</u> 92	7B.	Monthly income from all sources after payroll deduct	
8A.	Total monthly expenses from Schedule J, line 18	<u>\$ 2374</u> .90	8B.	Monthly expenses	\$ <u>2374</u> .90
9 A .	Total monthly payments on reaffirmed debts not listed o Schedule J	\$ included in in expense above	9 B .	Total monthly payments on reaffirmed debts not include monthly expenses	sincluded in expenses above
			10B	Net monthly income	s 84.02

(Subtract sum of lines 8B and 9B from line 7B. If total is less than zero, put the

number in brackets.)

Page 2
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greement?
agreement, has agreement?
firmation agreement
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B240A (Form B240A) (04/10)

Check one.
Presumption of Undue Hardship
No Presumption of Undue Hardship
See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

Terry McAdams In re	Case No. <u>14-02943</u>
Debtor	
	Chapter 7
REAFFIRMATION	N DOCUMENTS
Name of Creditor: FreedomRoad F	inancial
Check this box if Creditor is a Credit U	nion
PART I. REAFFIRMATION AGREEMENT	
Reaffirming a debt is a serious financial decision. Beforement, you must review the important disclosures this form.	
A. Brief description of the original agreement being reaf	firmed: Promissory Note & Security Agreement For example, auto loan
B. AMOUNT REAFFIRMED: \$	2,123,65
The Amount Reaffirmed is the entire amount that unpaid principal, interest, and fees and costs (if an which is the date of the Disclosure Statement portion).	y) arising on or before,
See the definition of "Amount Reaffirmed" in Par	t V, Section C below.
C. The ANNUAL PERCENTAGE RATE applicable to t	he Amount Reaffirmed is 9.50 %.
See definition of "Annual Percentage Rate" in Pa	rt V, Section C below.
This is a (check one) Fixed rate	Variable rate
If the loan has a variable rate, the future interest rate may disclosed here.	increase or decrease from the Annual Percentage Rate

Page 2

B240A. Reaffirmation Documents

D. Reaffirmation Agreement Repayment Terms (check and complete one): \$ per month for months starting on Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount. \$251.88/mo, until paid in full. Except as modified below, the terms of the attached Promissory Note and Security Agreement are hereby incorporated by reference. This reaffirmation agreement is void if the underlying security agreement is determined to be unenforceable or invalid by the Bankruptcy or other Court of competent jurisdiction E. Describe the collateral, if any, securing the debt: Description: Current Market Value F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above? ✓ Yes. What was the purchase price for the collateral? No. What was the amount of the original loan? G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement; Terms as of the Terms After Reaffirmation Date of Bankruptcy Balance due (including fees and costs) Annual Percentage Rate Monthly Payment Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit: PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT A. Were you represented by an attorney during the course of negotiating this agreement? Check one. Yes B. Is the creditor a credit union? Check one.

B240A. Reaffirmation Documents Page 3

C. If	your answer to EITHI	R question A.	or B.	above is "	No,"	complete 1.	and 2.	below
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- 1. Your present monthly income and expenses are:
 - a. Monthly income from all sources after payroll deductions (take-home pay plus any other income)

<u>s 245</u>8.92

b. Monthly expenses (including all reaffirmed debts except this one)

<u> 212</u>3,02

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

s_335.90

d. Amount of monthly payment required for this reaffirmed debt

\$ 251.88

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

 You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

A

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:



You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

Page 4

B240A, Reallimnation Documents

PART IIL CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

Ţ	hereby	certify	that:
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- I agree to reaffirm the debt described above. (1)
- Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation (2) Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below:
- The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and (3)

(4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and (5) I have received a copy of this completed and signed Reaffirmation Documents form. SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.): Date Signature Joint Debtor; If any. Reaffirmation Agreement Terms Accepted by Creditor: Creditor FreedomRoad Financial, c/o CRG, 1790 E. River Rd., Ste. 101, Tucson, AZ 85718 Address Nichlas P. Spallas Print Name of Representative Signature Date PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY) To be filed only if the attorney represented the debtor during the course of negotiating this agreement. 1 hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment. Check box, if the presumption of undue hardship box is checked or page 1 and the creditor is not a Credit Union. Print Name of Debtor's Attorney ANDRA H. DAY			Tomprois,
Signature Noteditor: Creditor FreedomRoad Financial, c/o CRG, Print Name Nichlas P. Spallas Print Name of Representative PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY) To be filed only if the attorney represented the debtor during the course of negotiating this agreement. I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor, (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor, and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement. A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment. Check box, if the presumption of undue hardship box is checked or page 1 and the creditor is not a Credit Union. Date Signature Signature of Debtor's Attorney		(4)	
Date Signature Signature Debtor: Debtor Debtor Debtor Debtor		(5)	I have received a copy of this completed and signed Reaffirmation Documents form.
Date Signature Signature Debtor: Debtor Debtor Debtor Debtor	SIGNA	ATURI	E(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):
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Date 5/14/4 Signature of Debtor's Attorney	I hereby this agreen agreen A phowev	To be the treemer dvised nent. presumpler, the	fy that: (1) this agreement represented the debtor during the course of negotiating this agreement. fy that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) int does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have the debtor of the legal effect and consequences of this agreement and any default under this ption of undue hardship has been established with respect to this agreement. In my opinion, debtor is able to make the required payment.
	Union		Signature of Debtor's Attorney

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PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V. Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

- 1. What are your obligations if you reaffirm a debt? A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
- 2. Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
- 3. What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
- 4. How soon do you need to enter into and file a reaffirmation agreement? If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
- 5. Can you cancel the agreement? You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

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6. When will this Reaffirmation Agreement be effective?

- a. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement and
 - i. if the creditor is not a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.
 - ii. if the creditor is a Credit Union, your Reaffirmation Agreement becomes effective when it is filed with the court.
- b. If you were not represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.
- 7. What if you have questions about what a creditor can do? If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

- 1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
- 2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
- 3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
- 4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
- 5. If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.

B240A. Realfirmation Documents Page 7

C. **DEFINITIONS**

- 1. "Amount Reaffirmed" means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
- 2. "Annual Percentage Rate" means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
- 3. "Credit Union" means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.



PL. MISSORY NOTE, DISCLOSURE AND SECURITY AGREEMENT

FreedomRoad Financial LENDER ADMISSION OF EVERGREEN COMMUNITY BANK

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See Your o	contract	documents for any	early, You will not have to pay a pe y additional information about non	npayment,	default, any required p	prepayment in	full before the scheduled date,
			ITEMIZATION	OF AMOL	INT FINANCED	and the state of	18193.71
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		Others on Your Be				ates N/A	
			ompany (single life)			\$N/A	*
			ompany (joint life)h Insurance Company			\$ N/A	*
			Title, License, Lien Fee and Regist			\$	(5
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6. Principal	I Amoun	rt (3 + 4 + 5) ad (6 minus 5)			y en til til til		\$ 15358.76 (6) \$(7)
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To:	
Total Other Charges and Amounts Paid to Others on Your Behalf	
5. Prepaid Finance Charges:	157 .0 5
	(₹)
A. Loan Processing Fee	
	N/A.
	\'')
Total Prepaid Finance Charges	15,504,76 (6)
Total Prepaid Finance Charges	(7)
7. Allouit I marces to mines symmetry	
*Dealer may share in or receive a portion of these amounts.	
NOTICE: THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIABLE WITH THE DEALER. THE DEALER MAY RECEIVE A PART	OF THE FINANCE
CHARGE.	
CREDIT INSURANCE DISCLOSURE: YOU ARE REQUESTING CREDIT INSURANCE INDICATED HEREIN. YOU AGREE THAT IT IS NO CONDITION OF THIS LOAN. Please review the information provided by the insurer for more detail concerning the terms and conditions. Please check the appropriate box(es) and sign below if You wish to purchase insurance: Single Credit Life Insurance (Borrower only)	N/A ≭.
X	Date
OPTIONAL GUARANTEED AUTO PROTECTION DISCLOSURE: YOU ARE REQUESTING GAP COVERAGE INDICATED HEREIN. YOU ARE REQUESTING GAP COVERAGE INDICATED HEREIN. YOU	OU A OREE THAT IT
to sell such coverage, please sign below. I request Gap coverage and agree to pay the additional cost of \$ The Gap company is Name of company Name of company Office Address	
X X	Date
Dorlows Survey and the You are required to purchase property insurance on the Motor Vehicle. You can buy t	his insurance throug
PROPERTY INSURANCE: You understand that You are required to purchase property meaning and not maintain such insurance.) any person of your choosing acceptable to Us (please see reverse side for what could happen if You do not maintain such insurance.) any person of your choosing acceptable to Us (please see reverse side for what could happen if You do not maintain such insurance.)	
PROMISE TO PAY: You promise to pay to the order of Freedom to a financial, the Philicipal Annual to the Agreement and continuing until Your loan is paid in full. You agree to make regular month dance with the payment schedule shown above. You may prepay all or any part of the unpaid principal balance without paying any pen will not refund to You any portion of the finance charge. If we have not received the full amount of any payment by the end of ten (10) code, You may be required to pay a late charge equal to five percent (5%) of the full amount of the scheduled payment. If any payment is made with a check or other instrument that is dishonored for any reason, You agree to pay Us a returned check fee of Twenty-five die to any other amounts or charges You may owe Us. Interest will be charged on a daily basis of 1/365 beginning on the date You sign this A or refinance the Motor Vehicle described above and continuing until the full amount of the principal balance has been paid. This means You pay will be less if You make your payments early and more if You pay late. ADDITIONAL TERMS AND CONDITIONS. Please see the reverse side for additional terms and conditions. You are bound by these terms as if they were printed on the front. SIGNATURE. By signing below, You agree to all of the terms of this Agreement and request Us to issue the proceeds of this Note. You a copy of this Agreement. NOTICE TO COSIGNER. You are being asked to guarantee this debt. As a co-signer You are responsible for paying the entire debt. I pay the debt, You will have to. Be sure You can afford to pay if You have to and that You want to accept this responsibility. You may have amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which inceases this amount. First the borrower does not pay. You may also have to pay late fees or collection costs which inceases this amount.	alendar days after it under this Agreeme ollars (\$25) in addition greement to purchase the amount of interests in the same mannacknowledge receiving the borrower does to pay up to the freedomRoad Financhods against You the
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Registered Owner:		Date of Iss	00 / 40 / 000	Lien Release	1
TERRY E MCADAMS				Interest in the described vehicle is hereby release	ed
16208 SAM C ROAD BROOKSVILLE FL 3461:	3			Title	
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				1. When ownership of the vehicle described herei	n is
`,				transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom	of
Mail To: 07/23/	/2007			the certificate of title. 2. Upon sale of this vehicle, the seller must comple	ete .
FREEDOM ROAD FIN			_	 Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form. Remove your license plate from the vehicle. 	n.
RENO NV 89511	. //		.*	See the web address below for more information the appropriate forms required for the purchase.	n and
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